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FLORENCE TOWNSHIP ADMINISTRATORS ASSN.

AND

FLORENCE TOWNSHIP BOARD OF EDUCATION (Employer)

AGREEMENT

1987-88

1988-89

x July 1, 1987 indefinite

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ARTICLE I

Membership

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Florence Township Administrators Association, hereinafter known as "The Association", as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified administrative/supervisory personnel; whether under contract, on leave or employed by the Florence Township Board of Education, hereinafter known as "The Board", including only:

Principals, Director of Curriculum and Instruction, Director of Child Study Team, and any new certificated supervisory title which shall be established by the Board.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this Agreement are listed below:

1. Employee - When used hereinafter in this Agreement, this term shall refer to all professional administrative/supervisory employees represented by the Association in the negotiating unit as above defined, and references to 'males' shall include females.

ARTICLE II

Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of certificated administrative/supervisory personnel. Negotiations shall commence 120 days prior to the date that the public votes on the budget. (N.J.A.C. 18:12-2.1) The parties may mutually agree, in writing, to begin earlier or start later than that date.

ARTICLE II

Negotiation Procedure - cont.

Negotiations shall begin with a meeting at a mutually satisfactory place and at a mutually convenient time after receipt of the proposal.

B. Negotiating Team Authority

The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. The parties' representatives have authority only to reach a tentative agreement and that the full Board and Association membership reserve the right to ratify or reject any tentative agreement.

C. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1989 subject to the Association's right to negotiate over a successor Agreement, as provided herein.

ARTICLE III

Grievance Procedure

A. Definition

The term "grievance" means a complaint or claim over the interpretation, application or alleged violation of negotiated agreements, board policies and administrative decisions affecting employees' terms and conditions of employment.

ARTICLE III

Grievance Procedure - cont.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, a resolution to the problem which may arise from time to time affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision

Should the Association fail to communicate a response within the specified time limitation, the grievance shall result in a dismissal.

Should the Superintendent fail to respond within the specified time limitation, then the grievance shall proceed to the next level of the grievance procedure.

3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

ARTICLE III

Grievance Procedure - cont.

4. Level One - Immediate Superior

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the Superintendent, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion.

The Superintendent shall communicate his decision to the grievant in writing within ten (10) school days of receipt of the written grievance.

5. Level Two - Board of Education

If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred back to the Association for reconsideration. The Association shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.

If the Association determines that the grievance has merit, it shall recommend to the Superintendent that the grievance be reviewed again, and shall submit its recommendation for consideration. The Superintendent shall make a determination within five (5) school days. If not satisfactorily resolved, the grievance is to be submitted to the Board of Education. The Board will meet with the employee and make a determination within ten (10) days, notifying in writing the employee, the Superintendent and the Association of its decision.

6. Level Three - Arbitration

In the event a grievance has reached an impasse and cannot be resolved under Article III, either party may seek advisory arbitration without the other's consent.

ARTICLE III

Grievance Procedure - cont.

6. Level Three - Arbitration (cont.)

When advisory arbitration is intended to be used in the remediation of a grievance, the following conditions must exist:

- a. The topics for arbitration will be limited only to the 'express terms of the written Agreement'.
- b. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can neither add to nor subtract anything from the Agreement between the parties.
- c. Grievances that are related to Board policies and/or administrative decisions and practices shall not be topics for recognition.

7. Right to Representation

It is understood that any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected and approved by the Association, also at Level #1, if mutually agreeable. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. However, the aggrieved person must be present at all times.

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party of interest, any representative in the grievance procedure by reason of such participation.

8. Separate Grievance File

During the processing of a grievance all documents, communications and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. However, a copy of the decision will be placed in the personnel file and the aggrieved member or members shall have the right to attach a written disclaimer within thirty (30) days.

ARTICLE III

Grievance Procedure - cont.

9. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public, unless the grievant exercises the right to compel a public discussion of the grievance.

If a meeting is not held in public, then the only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

D. Costs

The fees and expenses of the arbitrator are the only costs which will be shared equally and only in instances where the advisory arbitration is mutually agreed to by both parties.

In all other cases, except when advisory arbitration is mutually agreed to by the parties, the fees and expenses shall be borne by the party incurring them.

Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association. Time lost by any grievant and/or his representative due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV

Administrative/Supervisory Employee Rights

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

ARTICLE IV

Administrative/Supervisory Employee Rights - cont.,

B. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee concerning any matter which could adversely affect the continuation of that employee in his office, position of employment or the salary or any increments pertaining thereto, he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him.

C. Criticism of Administrative/Supervisory Employees

Any criticism by a superior or Board Member of an employee shall be made in confidence and not in public.

The employee shall be given the opportunity to respond and/or to rebut any complaints made to a superior or Board Member, and he shall have the right to be represented by the Association or legal counsel at any meetings or conferences regarding such complaints.

ARTICLE V

Association Rights and Privileges

A. Information

The Board agrees to make available, in the Board of Education Office, minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all policies of the Board. All the above-listed materials must remain in the Board Office. Each administrative/supervisory personnel shall receive a copy of all policies of the Board.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay and/or benefits.

ARTICLE V

Association Rights and Privileges - cont.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that prior notice has been given to the Superintendent and that this business shall not interfere with or interrupt normal school operations.

D. Use of School Equipment

The Association shall have the privilege to use the following school owned equipment: typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Superintendent. The Association shall pay for the reasonable cost of all materials incident to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the Exclusive representative of the administrative/supervisory employees, as defined in the unit, and to no other organization.

ARTICLE VI

Association-Administration Liaison

A. Organization

A Liaison Committee shall be established in order to implement effective and continuing communication on subjects related to administrative/supervisory practices or problems.

B. Meetings with the Superintendent

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his designated representative(s) at the request of either party within seven (7) school days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. These meetings shall be of a reasonable length to discuss the areas of concern.

ARTICLE VII

Evaluation

Evaluation of administrative/supervisory personnel shall be conducted as per Board policy covering teaching staff members.

ARTICLE VIII

Leaves of Absence

A. Sick Leave

1. Accumulative

All full-time employees shall be entitled to ten (10) for ten-month employees/twelve (12) for twelve month employees days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

2. Retirement

Upon retirement from the Teachers Pension and Annuity Fund (TPAF), unused sick leave will be compensated at the rate of \$20.00 per day.

3. Notification of Accumulated Days

By October 1, the Board of Education will notify employees as to how many sick leave and personal days have been accumulated.

B. Temporary Leaves of Absence

All full-time employees shall be entitled to the following leaves of absence with pay during the school year:

1. Death in Family

Up to three (3) days will be granted in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparent, brother-in-law, sister-in-law and any other member of the employee's immediate household. When adverse circumstances prevail, additional leave up to two (2) days may be granted by the Superintendent upon the request of the employee.

ARTICLE VIII

Leaves of Absence - cont.

2. Funerals

In the event of the death of a teacher or student in the Florence Township School District, the Superintendent shall grant to an appropriate number of employees sufficient time off to attend the funeral. The time and number shall be at his discretion.

3. Personal

Absence of four (4) days per year may be granted to an employee without reduction in pay for personal business which cannot be performed other than during employment hours.

Upon retirement from the Teachers Pension and Annuity Fund (TPAF), the employee will be compensated at the rate of \$20.00/day of accumulated unused personal days.

4. Professional Conferences

Each employee may request the opportunity to attend national and state professional conferences or meetings upon approval of the Superintendent. Expenses incurred by members as a result of their attendance and participation in these meetings shall be paid by the school district when recommended by the Superintendent and approved by the Board.

5. Military Leave

Time necessary will be granted for employees called into temporary active duty by any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

C. Extended Leaves of Absence

1. Maternity

Upon reasonable notice, any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at any time prior to birth. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth.

ARTICLE VIII

Leaves of Absence - cont.

C. Extended Leaves of Absence

1. Maternity - cont.

The Board may remove any pregnant employee from her duties if deemed physically unable to fulfill her official responsibilities by a medical physician; and, if her administrative/supervisory performance has substantially declined from the time immediately prior to her pregnancy.

2. Illness in the Family

A leave of absence without pay for up to one (1) year may be granted by the Board for the purpose of caring for a sick member of the employee's family. Additional leave may be granted at the discretion of the Board.

3. Good Cause

Other leaves of absence with or without pay may be granted by the Board for good reason.

4. Continuation of Benefits While on Leave

Employees while on leave without pay shall have the option to continue paying premiums for health/insurance benefits regularly provided by the Board.

5. Return from Leave

a. Salary

Upon return from leave granted by the Board, the employee shall be placed on the salary schedule at the level he had achieved at the time the leave commenced.

b. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return.

ARTICLE VIII

Leaves of Absence - cont.

6. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing, and the Board shall respond in writing.

7. Legal Assistance

The Board shall provide legal assistance for any assault upon an employee while acting in the discharge of his duties. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave.

ARTICLE IX

Sabbatical Leave

A. Number

One (1) administrative/supervisory employee per year may be granted sabbatical leave for graduate study in the field of administration, under the following conditions.

B. Procedure

1. The employee must have completed at least seven (7) years of service in the Florence Township Schools.
2. The request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than the March meeting of the Board.
3. Criteria will be developed between the Association and the Superintendent to assist in the evaluation of applications. Selection of the successful applicant will be at the discretion of the Board.
4. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence.
5. All sabbatical leaves shall be without pay.

ARTICLE IX

Sabbatical Leave - cont.

6. An administrative/supervisory employee who has returned from sabbatical leave will receive, upon completion of one (1) year of service in the district, reimbursement for one-half of his tuition and book costs for completed courses, taken during the sabbatical leave, the amount not to exceed \$3,000.

ARTICLE X

Vacation

A. Time Allotted

Annual vacations for association members shall be taken within the contract year with the Superintendent's approval. Fifteen (15) days of which must be taken during the summer with the remaining five (5) days to be used during the academic year at his discretion.

B. Separation from Service

A member who resigns or retires during the contract year shall receive cash payments for his vacation days as estimated by the following formula:

$$\begin{array}{ccccc} \# \text{ of Vacation Days} & & \# \text{ of Months} & & \text{Per Diem} \\ \text{of Entitlement} & & \text{Completed} & & \text{Salary Rate} \\ \hline & \times & & \times & = \text{Paym} \\ \# \text{ of Months in} & & 1 & & 1 \\ \text{Contractual Year} & & & & \end{array}$$

ARTICLE XI

Administrative Vacancies

A. Notice

A notice of vacancy in an administrative position shall be posted and a copy shall be sent to the Association twenty (20) days before the final date when applications must be submitted. The qualifications and duties shall be given or mailed upon receipt of a written request for an application for the position. The rate of compensation is a determination of the Board and shall be based upon an existing schedule or will be negotiable with the Board.

ARTICLE XI

Administrative Vacancies - cont.

B. Implementation

Any unit member holding proper certification for such vacancies shall be extended the courtesy of an administrative interview.

ARTICLE XII

School Calendar

Input to the school calendar shall be solicited from representatives of this Association prior to its being adopted by the Board of Education.

ARTICLE XIII

Transfer of Personnel

A. Procedure for Processing Transfer Requests

1. The request for transfer shall be submitted to the Superintendent for endorsement.
2. The Superintendent shall acknowledge receipt of the request and schedule an interview with the transfer candidate as soon as possible.
3. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

ARTICLE XIV

Professional Development

A. Professional Dues

The Board shall pay membership dues to professional associations relevant to the employees' areas of specialization (E.G. Principals and Supervisors Association, the National Association of Secondary School Principals, the Burlington County Association of Elementary School Administrators, the National Association of School Psychologists, the New Jersey Association of School Administrators). The approval of the Superintendent shall be secured in advance.

B. Professional Development and Educational Improvement

An administrator/director will be compensated up to the New Jersey State College rate per credit hour (maximum per year of \$450.) for graduate or undergraduate courses taken. Prior approval from the Superintendent is necessary. A grade of B or better is required. Courses must be related to the administrator's/director's duties.

Insurance Protection**A. Full Health Care Coverage**

The Board agrees that, during the term hereof, it will extend to the members of this unit the same health insurance benefit program and applicable fringe benefits as extended to other professional certificated employees.

B. Retirement Coverage

At the time of retirement from the Teachers Pension and Annuity Fund (TPAF), the employee may elect to continue the Health Benefits Program and Prescription coverage at group rates. Premiums will be paid to the Board of Education by check three (3) months in advance.

C. Description to Employees

The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 1987-1988 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XVI

Deductions from Salary**A. Association Payroll Dues Deduction**

1. The Board agrees to deduct from the salaries of its employees dues for any one or combination of associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969; NJSA 52:14-15.9e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVI

Deductions from Salary - cont.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

C. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax-sheltered annuities and ABCO Public Employees Federal Credit Union pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

ARTICLE XVII

Miscellaneous Provisions

A. Selection of Personnel

The building principal shall be involved in the interview process and make recommendations to the Superintendent concerning the appointment of personnel to his building.

The Association members will, upon the selection of the Superintendent, be involved in the interview process and make recommendations regarding administrative/supervisory appointments.

B. Participation in Policy Making

The Association will be consulted, when appropriate, in the development of administrative policies and procedures.

C. Use of Automobiles

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of .23 per mile. It is understood that the unit member's auto insurance policy is the primary insurance in the event of an accident. However, the Board's liability policy will cover any costs that exceed the member's policy covering

ARTICLE XVII

Miscellaneous Provisions - cont.

D. Administrative Reorganizations

The Superintendent shall request the advice of the Association before presenting a recommendation to the Board for the creation, change or abolishment of any position covered by this agreement. The Superintendent shall request the advice of the Association before implementing a new administrative organization or before abolishing an existing structure at either the district or building level.

E. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new employees.

F. Administrative Office Schedule

The schedule of work for administrative/supervisory personnel follows the school calendar for teachers with holidays granted on the same basis as teachers. Work during the summer is from Monday through Friday with holidays (Independence Day and Labor Day) granted on the same basis as non-certificated personnel. The days following the day that the teachers have completed their responsibilities and have signed out in June until the day that the teachers return in September comprise summer work hours. Hours will total six and one-half per day including sixty (60) minutes for lunch.

SCHEDULE A

ADMINISTRATIVE/SUPERVISORY SALARIES

| | <u>1987-1988</u> | <u>1988-1989</u> |
|--|--|--|
| Director of Child Study Team | \$34,200. 36,572. 39,110. 42,576 | \$36,572. 39,110. 42,576. 46,129. |
| Director of Curriculum and Instruction | \$30,800. 35,200. 40,198. | \$30,800. 35,200. 40,198. |
| Elementary Principals | \$32,750. 35,122. 37,660. 41,126. | \$35,122. 37,660. 41,126. 44,679. |
| High School Principal | \$37,550. 39,922. 42,460. 44,554. | \$39,922. 42,460. 44,554. 47,104. |

Note: Steps on Scale Do Not Necessarily Reflect Years of Service.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1987, and continue in effect until a new Agreement is negotiated between the Association and the Board.

All contractual items will be opened for renegotiation during the 1988-1989 school year in preparation for a new contract, that will be effective on July 1, 1989, or upon the date thereafter when an amicable conclusion has been reached.

In witness thereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

FLORENCE TOWNSHIP
ADMINISTRATORS' ASSN.

BY Betty D. Hughes
PRESIDENT

BY Arthur Bogdan
SECRETARY

DATE March 2, 1987

FLORENCE TOWNSHIP
BOARD OF EDUCATION

BY Timothy B. Sadin
PRESIDENT

BY James B. Brien
SECRETARY

DATE FEBRUARY 9, 1987